



IFW

PATENT  
Customer Number: 22,852  
Attorney Docket No. 08702.0110-00000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)	
	)	
LI et al.	)	
Application No.: 10/525,441	)	Group Art Unit: 1651
	)	
Filed: November 17, 2004	)	Examiner: Unassigned
	)	
For: INJECTABLE SOLID	)	Confirmation No. 3832
HYALURONIC ACID CARRIERS	)	
FOR DELIVERY OF	)	
OSTEOGENIC PROTEINS	)	

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**REQUEST FOR CORRECTION OF FILING RECEIPT**

We are forwarding herewith a copy of a Filing Receipt for the above-identified patent application. The filing receipt erroneously omits **Fidia Advanced Biopolymers, S.R.L.** as a co-assignee in the **Assignment for Published Patent Application** section. Copies of Recordation Cover Sheet and Assignment documents filed concurrently with the application papers on February 22, 2005 are enclosed for your review. These documents reflect the correct assignments to both Wyeth and Fidra Advanced Biopolymers, S.R.L.

Applicants respectfully request that a corrected Filing Receipt be issued as soon as possible.

If any fees are due in connection with the filing of this paper, please charge our deposit account no. 06-0916.

Attorney Docket No. 08702.0110-00000  
Application No. 10/525,441

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: November 29, 2005

By: Elizabeth Mathiesen  
Elizabeth E. Mathiesen, Ph.D.  
Reg. No. 54,696

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United States Patent and Trademark Office  
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8702-110  
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APPL NO.	FILING OR 371 (c) DATE	ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLMS	IND CLMS
10/525,441	02/22/2005	1651	2180	08702.0110-00000	1	49	2

CONFIRMATION NO. 3832

22852

FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER  
LLP  
901 NEW YORK AVENUE, NW  
WASHINGTON, DC 20001-4413

FILING RECEIPT

\*OC000000016943886\*

\*OC000000016943886\*

SEP 19 2005

FINNEGAN, HENDERSON, FARABOW, GARRETT &amp; DUNNER, LLP

Date Mailed: 09/13/2005

Receipt is acknowledged of this regular Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please mail to the Commissioner for Patents P.O. Box 1450 Alexandria Va 22313-1450. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

**Applicant(s)**

Rebecca H. Li, Bedford, MA;  
Hyun D. Kim, Bedford, MA;

**Assignment For Published Patent Application**

Wyeth, Madison, NJ

Fidia Advanced Biopolymers, S.R.L., Padova, ITALY

Power of Attorney: The patent practitioners associated with Customer Number 22852.**Domestic Priority data as claimed by applicant**

This application is a 371 of PCT/US03/14609 05/12/2003  
which claims benefit of 60/381,590 05/17/2002

**Foreign Applications**

Projected Publication Date: 12/15/2005

Non-Publication Request: No

Early Publication Request: No

Title

MID-26-9/19/05

Injectable solid hyaluronic acid carriers for delivery of osteogenic proteins

**Preliminary Class**

424

**PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES**

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at <http://www.uspto.gov/web/offices/pac/doc/general/index.html>.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, <http://www.stopfakes.gov>. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4158).

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**LICENSE FOR FOREIGN FILING UNDER  
Title 35, United States Code, Section 184  
Title 37, Code of Federal Regulations, 5.11 & 5.15**

**GRANTED**

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR

1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

#### **NOT GRANTED**

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 08702.0110-00000

Attorney Customer Number: 22,852

To the Director of the U.S. Patent and Trademark Office:  
Please record the attached original documents or copy thereof.

Mail Stop Assignment Recordation Services

1. Name of conveying party(ies):  
Rebecca H. Li  
Hyun D. Kim

Name and address of receiving party:

Name: Wyeth

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

3. Nature of conveyance:

Street Address: 5 Giralda Farms

☒ Assignment

☐ Merger

City: Madison

☐ Security Agreement

☐ Change of Name

State: NJ

Zip Code: 07940

☐ Other:

Additional name(s) & Address(es) attached?

Execution Date: January 10, 2005

☒ Yes

☐ No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application: November 17, 2004

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached?

☐ Yes

☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 1

Name: Elizabeth E. McNamee

7. Total fee (37 CFR 1.21(h) and 3.41): \$40

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

☒ Enclosed (Please charge deficiency to deposit account 06-0916)

Street Address: 901 New York Avenue, N.W.

☐ Authorized to be charged to deposit account

City: Washington.

State: D.C. Zip: 20001-4413

8. Deposit Account No.: 06-0916

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth E. McNamee  
Reg. No. 54,696

*Elizabeth McNamee*  
Signature

*2/18/05*  
Date

Total number of pages including cover sheet, attachments and documents: 6

**Additional Receiving Party:**

**Fidia Advanced Biopolymers, S.R.L.  
Via Ponte della Fabbrica, 3/B  
I-35301 Abano Terme  
Padova, ITALY**



SOLE/JOINT INVENTION  
(Worldwide Rights)  
Attorney Docket No. 08702.0110

### ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

#### INJECTABLE SOLID HYALURONIC ACID CARRIERS FOR DELIVERY OF OSTEOGENIC PROTEINS

for which I/We filed an international patent application under the Patent Cooperation Treaty (PCT) on May 12, 2003, (No. PCT/US03/14809); and

WHEREAS, WYETH, a corporation of Delaware whose post office address is 5 Giralda Farms, Madison, New Jersey, 07940 and FIDIA ADVANCED BIOPOLYMERS, S.R.L., a corporation of Italy whose post office address is Via Ponte della Fabbrica, 3/B, I-35301 Abano Terme, Padova, Italy (hereinafter referred to as Assignees), are desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to an application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application.

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignees are hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignees, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application No. 60/381,590, filed May 17, 2002 (if any), and this application, all U.S. applications and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignees, their successors and assigns, in accordance with the terms of this Assignment;

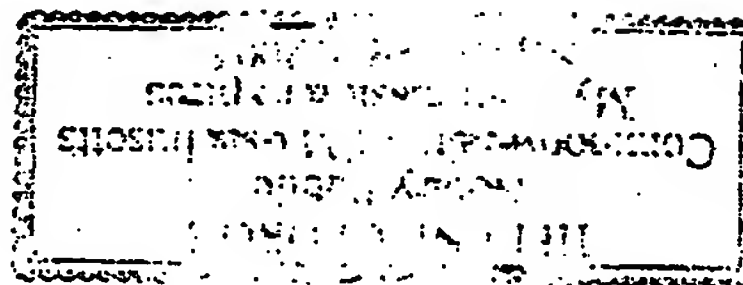
AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignees, their successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignees, their successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignees, their successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignees, their successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of Middlesex }  
State of Massachusetts } ss. Name: Rebecca H. Li  
Address: 14 Shire Lane  
Bedford, Massachusetts 01730  
By: [Signature]  
Date: 1/10/05

Subscribed and sworn to before me this 10 day of Jan, 2005  
[Signature] Notary Public





SOLE/JOINT INVENTION  
(Worldwide Rights)  
Attorney Docket No. 08702.0110

County of \_\_\_\_\_ )

ss.

Name: Hyun D. KIM

Address: 262 Washington Street

Boxford, Massachusetts 01921

State of \_\_\_\_\_ )

By: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, Notary Public

**ASSIGNMENT**

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

**INJECTABLE SOLID HYALURONIC ACID CARRIERS FOR DELIVERY OF OSTEOGENIC PROTEINS**

for which I/We filed an International patent application under the Patent Cooperation Treaty (PCT) on May 12, 2003, (No. PCT/US03/14609); and

WHEREAS, WYETH, a corporation of Delaware whose post office address is 5 Giralda Farms, Madison, New Jersey, 07940 and FIDIA ADVANCED BIOPOLYMERS, S.R.L., a corporation of Italy whose post office address is Via Ponte della Fabbrica, 3/B, I-35301 Abano Terme, Padova, Italy (hereinafter referred to as Assignees), are desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to an application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application.

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignees are hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignees, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application No. 60/381,590, filed May 17, 2002 (if any), and this application, all U.S. applications and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignees, their successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with Assignees, their successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignees, their successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignees, their successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignees, their successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of _____ )	ss.	Name: <u>Rebecca H. Li</u>
State of _____ )		Address: <u>14 Shire Lane</u> <u>Bedford, Massachusetts 01730</u>
		By: _____
		Date: _____

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, Notary Public

SOLE/JOINT INVENTION  
(Worldwide Rights)  
Attorney Docket No. 08702.0110

County of Middlesex

State of Massachusetts

ss. Name: Hyun D. KIM  
Address: 262 Washington Street 14 LOT HILL RD  
Bedford, Massachusetts 01821 BEDFORD MA 01730  
By: [Signature]  
Date: 1/10/05

(HK  
1/7/05)

Subscribed and sworn to before me this 10<sup>th</sup> day of January 2005  
[Signature] Notary Public

Paula M. Gaete, Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 10/31/2008